

PHOTOGRAPHY BY SAHAF

Email: sahafkhalid@hotmail.com

PERSONAL PHOTOGRAPHY CONTRACT

- This agreement is between the Client, whose name and address is listed below, and PHOTOGRAPHY BY SAHAF.

The services to be provided under this contract are as follows:

Session Time _____ Hour/Hours

- Please fill out the following information.
- Client Name: _____
- Address: _____
- Email: _____
- Phone # _____
- Photoshoot Date and Time: _____

Terms and Conditions

- **1. Retainer and Payment.**

The Client shall pay a retainer in the amount of \$_____ to the Photographer to perform the services specified herein. The client shall pay the retainer upon booking a session. The balance of the session is due the day of the session. This retainer and remainder of the balance are payable via cash or bank transfer.

- **2. Rescheduling/Cancelling.**

Photographer may reschedule the session due to Photographer's illness or inclement weather and will work with Client's schedule to reschedule as soon as possible. If Client needs to reschedule due to illness of anyone involved in the session, Client will do his/her best to notify Photographer at least 48 hours prior to the session or at least as soon as possible after the issue is identified. The non-refundable deposit can be transferred to another day and time upon the rescheduling of a session, so long as the rescheduled session takes place within 1 month of the original session date, otherwise the deposit will be forfeited. If the Client cancels a session for any reason, the Client will forfeit the deposit.

- **3. Client's Usage.**

The Client is obtaining prints for personal use only, and shall not sell prints or authorize any reproductions thereof by parties other than the Photographer.

- **4. Failure to Perform.**

If the Photographer cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, then the Photographer shall return the retainer to the Client but shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or computer malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order. Photographer is not responsible for any injuries inflicted upon any participating parties. Client(s) will be responsible for their children and for themselves and release photographer from any claims against their person or their business.

- **5. Photographer's Standard Price List.**

The charges in this Agreement are based on the current session fee. The session fee is adjusted periodically and future sessions shall be charged at the prices in effect at the time when the session is booked.

6. Print Orders:

Print orders must be made and paid in full at the time of ordering and your final print order will be ready approximately 2 weeks after the order is placed and paid for.

7. Portrait Care:

Handle your portraits with extreme care. Damage incurred as a result of improper handling, framing or hanging is the responsibility of the client.

9. Digital Images:

All images purchased by the Client will be digitally stored by PHOTOGRAPHY BY SAHAF for 12 months, after which they will be deleted. Images not purchased by the client will be held for 3 months before being deleted.

It is the client's responsibility to back up their digital images and PHOTOGRAPHY BY SAHAF will not be held accountable for faulty digital media after the client has been in possession of the USB flash drive/Disc containing their images for one week.

10. Printing:

PHOTOGRAPHY BY SAHAF holds no responsibility for quality for hard-copy images produced by third party printers.

The Client is aware that colour dyes used in photography printing may fade or discolour over time due to the inherent qualities of dyes, and the Client releases PHOTOGRAPHY BY SAHAF from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.

Disclaimer: I cannot guarantee quality, colours and clarity in prints that are not through my professional lab.

Copyright & Penalty

PHOTOGRAPHY BY SAHAF retains all copyrights to all images created during client's session. A print release may be purchased with digital files to print portraits for personal use up to designated size listed on print release. The print release does not allow publication of your portraits (i.e. entering in contests), selling or altering of your images without the photographer's written permission. It is illegal to copy, scan, download, print, share, alter, or otherwise steal any image created by PHOTOGRAPHY BY SAHAF, images posted in an online proofing gallery, blog, Facebook, or hard copy images. If client steals images via any method listed above, or any other method, client will be invoiced for the cost of EACH digital image client has stolen, at photographer's current price per digital file. Failed to comply these copyrights and confidentiality clauses can cause legal action under the International Copyright Act.

Note from photographer: I work very hard to create images that reflect you and your family, while keeping in line with my artistic vision and creativity. I know you will want to share them and include a sneak-peek for that very reason. However, I ask that you simply link back to my website/facebook page instead of right-clicking, saving, and sharing the image via your own page. I hope that you will respect not only my hard work, but the time, money, and dedication that I have put into training and equipment to capture these images for you. Please do not steal them.

Disclaimer: Only retainer (Photography By Sahaf) can edit the RAW IMAGES and only edited Images will be given to clients which cannot be further edited by the client.

Session Requests:

*No cameras/camcorders/any type of recording device (this includes cell phone cameras) are allowed during the session unless prior arrangement has been made between client and photographer, including a written agreement. The photographer will not continue if there are other cameras or video taping during the session.

*Session starts at the agreed upon time.

Acknowledgement:

☐ I have read and understand the terms of this contract with PHOTOGRAPHY BY SAHAF

Client

On Behalf of PHOTOGRAPHY BY SAHAF

Name & Signature *

Name & Signature *

Sign: _____

Date: _____

MODEL RELEASE

I hereby give to PHOTOGRAPHY BY SAHAF the absolute and irrevocable right and permission with respect to the photographs that he/she has taken of myself and/or my minor child in which he/she may be included with others:

a) To copyright the same in the photographer's name or any other name that he/she may select;

b) To use, re-use, publish and re-publish the same in whole or in part, separately or in conjunction with other photographs, in any medium now or hereafter known, and for any purpose whatsoever, including (but not by way of limitation) illustration, promotion, advertising and trade, and;

I hereby release and discharge photographer from all and any claims and demands ensuing from or in connection with the use of the photographs, including any and all claims for libel and invasion of privacy.

- Name: _____
- Date of Birth: _____

☐ I have read and understand the terms of this contract with PHOTOGRAPHY BY SAHAF

- | | |
|---------------|----------------------|
| • Client | PHOTOGRAPHY BY SAHAF |
| • Signature * | Signature * |
| _____ | _____ |

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